

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 17. 2014

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Steve Turner, James W. "Bill" Latimer, and Ben Harrison.
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Ben Harrison and seconded by James W. "Bill" Latimer to approve the minutes of March 3 & 12, 2014.

Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to approve the following claims

3/07/14	Check # 27582 - 27660	\$ 314,842.79
3/13/14	Check # 27661 - 27717	<u>\$ 697,887.15</u>
	TOTAL	\$1,012,729.94

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Steve Turner to authorize the Chairman to execute an Agreement between Limestone County Commission and Morell Engineering to provide Construction Engineering and Inspection Services for the ALDOT Project No. TAPAA - TA13(903) for the Archives Depot restoration and sprinkler system. Wages determined by the following ALDOT scale.

<u>CLASSIFICATION</u>	<u>HOURLY PAY RANGES</u>
Professional Civil Engineer	\$28.00 to \$43.00
Project Manager	\$21.00 to \$37.00
Senior Inspector	\$17.00 to \$29.00
Level II Inspector	\$13.00 to \$24.00
Level I Inspector	\$12.00 to \$19.00
Professional Land Surveyor	\$20.00 to \$37.00
Field Supervisor	\$17.00 to \$29.00
Instrument Person	\$13.00 to \$23.00
Target Person	\$12.00 to \$19.00

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by James W. "Bill" Latimer to approve the following budget revision:

Department	Account Number	Title of Line Item	Amount
Market St. Building	112-59900-231	R & M Building	+\$20,000.00
	112-35910-000	Budgetary Fund Balance	-\$20,000.00

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by James W. "Bill" Latimer to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2473	New Full Size Crew Cab 4x4 Truck (District 2)	McClary Ford (2015 Ford F-350)	\$34,728.00

HORIZONTAL ELLIPTICAL CONCRETE PIPE – *DELIVERED*

Bid Proposal No. 2474

April 1, 2014 – March 31, 2015

County Materials Corp.

Size	Price Per Foot Delivered	24 Feet Price Delivered
14x23 (18")	\$20.20	\$484.80
19x30 (24")	\$32.92	\$790.08
24x38 (30")	\$46.36	\$1,112.64
29x45 (36")	\$66.36	\$1,592.64
34x53 (42")	\$86.60	\$2,078.40
38x60 (48")	\$106.21	\$2,549.04
43x68 (54")	\$131.20	\$3,148.80
45x73 (60")	\$156.71	\$3,761.04
58x91 (72")	\$216.70	\$5,200.80

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HORIZONTAL ELLIPTICAL CONCRETE PIPE – PICKED UP

Bid Proposal No. 2475

April 1, 2014 – March 31, 2015

County Materials Corp.

Size	Price Per Foot PICKED UP	24 Feet Price PICKED UP
14x23 (18")	\$19.13	\$459.12
19x30 (24")	\$31.20	\$748.80
24x38 (30")	\$43.92	\$1,054.08
29x45 (36")	\$62.87	\$1,508.88
34x53 (42")	\$82.05	\$1,969.20
38x60 (48")	\$100.62	\$2,414.88
43x68 (54")	\$124.29	\$2,982.96
45x73 (60")	\$148.46	\$3,563.04
58x91 (72")	\$205.29	\$4,926.96

CONCRETE PIPE - PICKED UP

Bid Proposal No. 2476

April 1, 2014 – March 31, 2015

County Materials

Size	Price Per Foot PICKED UP	24 Feet Price PICKED UP	Customer Installed Price		PRICE TO COVER OWNER SUPPLIED PIPE
			PER FOOT	24 FT.	FLAT FEE
12"	\$12.60	\$302.40	\$25.00	\$600.00	\$350.00
15"	\$9.21	\$221.04	\$22.92	\$550.00	\$350.00
18"	\$12.99	\$311.76	\$27.09	\$650.00	\$350.00
24"	\$19.71	\$473.04	\$35.42	\$850.00	\$400.00
30"	\$28.04	\$672.96	\$45.84	\$1,100.00	\$450.00
36"	\$39.20	\$940.80	\$58.34	\$1,400.00	\$450.00
42"	\$48.97	\$1,175.28	\$75.00	\$1,800.00	\$550.00
48"	\$61.85	\$1,484.40	\$95.84	\$2,300.00	\$650.00
54"	\$86.63	\$2,079.12			
60"	\$103.18	\$2,476.32			
72"	\$141.68	\$3,400.32			

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CONCRETE PIPE - DELIVERED

Bid Proposal No. 2477

April 1, 2014 – March 31, 2015

County Materials Corp.

Size	Price Per Foot DELIVERED	24 Feet Price DELIVERED
12"	\$13.32	\$319.68
15"	\$9.73	\$233.52
18"	\$13.73	\$329.52
24"	\$20.83	\$499.92
30"	\$29.64	\$711.36
36"	\$41.44	\$994.56
42"	\$51.76	\$1,242.24
48"	\$65.38	\$1,569.12
54"	\$91.58	\$2,197.92
60"	\$109.08	\$2,617.92
72"	\$149.78	\$3,594.72

ARCHED CONCRETE PIPE (*Picked Up*)

Bid Proposal No. 2478

April 1, 2014 – March 31, 2015

1st Choice:

County Materials Corp.

Size	Price Per Foot	24 Feet Price	Customer Installed Price		Price to Cover Owner Supplied Pipe
			PER FOOT	24 FT.	FLAT FEE
15" (11x18)	See 2nd Choice	See 2nd Choice	See 2nd Choice	See 2nd Choice	\$350.00
18" (13x22)	\$19.13	\$459.12	\$31.25	\$750.00	\$350.00
24" (18x28)	\$31.19	\$748.56	\$45.84	\$1,100.00	\$350.00
30" (22x36)	\$43.92	\$1,054.08	\$60.42	\$1,450.00	\$400.00
36" (27x44)	\$62.87	\$1,508.88	\$83.34	\$2,000.00	\$450.00
42" (31x51)	See 2nd Choice	See 2nd Choice	See 2nd Choice	See 2nd Choice	\$500.00
48" (36x58)	\$100.62	\$2,414.88	\$129.17	\$3,100.00	\$600.00

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**2nd Choice:
Hanson Pipe & Precast**

Size	Price Per Foot	24 Feet Price	Customer Installed Price		Price to Cover Owner Supplied Pipe
			PER FOOT	24 FT.	FLAT FEE
15" (11x18)	\$17.55	\$421.20	\$29.17	\$700.00	\$350.00
42" (31x51)	\$66.00	\$1,584.00	\$91.67	\$2,200.00	\$500.00

ARCHED CONCRETE PIPE - DELIVERED

Bid Proposal No. 2479

April 1, 2014 – March 31, 2015

**1st CHOICE
County Materials Corp**

Size	Price Per Foot	24 Feet Price
15" (11x18)	See 2nd Choice	See 2nd Choice
18" (13x22)	\$20.20	\$484.80
24" (18x28)	\$32.92	\$790.08
30" (22x36)	\$46.36	\$1,112.64
36" (27x44)	\$66.36	\$1,592.64
42" (31x51)	See 2nd Choice	See 2nd Choice
48" (36x58)	\$106.21	\$2,549.04
54" (40x65)	See 2nd Choice	See 2nd Choice
60" (45x73)	See 2nd Choice	See 2nd Choice
72" (54x88)	See 2nd Choice	See 2nd Choice

**2nd CHOICE
Hanson Pipe & Precast**

Size	Price Per Foot	24 Feet Price
42" (31x51)	\$69.60	\$1,670.40
54" (40x65)	\$102.55	\$2,461.20
60" (45x73)	\$124.20	\$2,980.80
72" (54x88)	\$173.10	\$4,154.40

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CRUSHED STONE (Picked Up) Bid Proposal No. 2480 April 1, 2014 – March 31, 2015

* When making purchases, Districts should take into account the location of the jobsite and hauling costs.

1st Option: Rogers Group, Inc. - Tanner Quarry – *PICKED UP*

Washed Paving Rock #5, #6, #7, #56, #57, #78, #89	Crusher Run	Crushed Limestone Screenings	Pug Mix Type B
\$11.50/Ton	\$9.50/Ton	\$9.50/Ton	\$10.50/Ton

Washed Paving Rock #5, #6, #7, #56, #57, #78, #89	Surge Rock	Rip Rap Class 1 or 2	Block Material
\$11.50/Ton	\$10.50/Ton	\$13.00/Ton	\$10.75/Ton

2nd Option: Hoover, Inc. – Huntsville Quarry – *PICKED UP*

Washed Paving Rock #57 & #67	Crusher Run	Crushed Limestone Screenings	Pug Mix Type B
\$11.60/Ton (#57 & #67)	\$10.60 (1½, ¾ & 810)	\$10.60/Ton	\$10.60/Ton
\$12.10/Ton (#78)			

Washed Paving Rock #57 & #67	Surge Rock	Rip Rap Class 1 or 2	Block Material
\$11.60/Ton (#57 & #67)	\$10.85/Ton	\$13.00/Ton (Class 2)	No bid
\$12.10/Ton (#78)			

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CRUSHED STONE (Delivered)

Bid Proposal No. 2481

April 1, 2014 – March 31, 2015

Rogers Group, Inc. - Tanner Quarry

Washed Paving Rock #5, #6, #7, #56, #57, #78, #89	Crusher Run	Crushed Limestone Screenings	Pug Mix Type B	Surge Rock	Rip Rap Class 1 or 2	Block Material
\$15.25/Ton For all Districts	\$13.25/Ton For all Districts	\$13.25/Ton For all Districts	\$14.25/Ton For all Districts	\$14.25/Ton For all Districts	\$16.75/Ton For all Districts	\$14.50/Ton For all Districts

PLANT MIX

(Picked Up & Delivered)

Bid Proposal No. 2482

April 1, 2014 – March 31, 2015

Wiregrass Construction Co, Inc.

	Picked Up Price	Delivered
Bituminous Concrete Binder Layer or Plant Mix Bituminous Base ALDOT Spec. Sections 327 or 424	\$49.00	\$55.00
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424 Limestone Aggregate	\$59.00	\$65.00
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424 Siliceous Aggregate	\$59.00	\$65.00

Joe Keenum Excavation & Construction, Inc.

	Picked Up Price	Delivered
Bituminous Concrete Binder Layer or Plant Mix Bituminous Base ALDOT Spec. Sections 327 or 424	\$54.20	\$61.50
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424 Limestone Aggregate	\$60.20	\$67.50
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424	\$64.20	\$71.50

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TRAFFIC STRIPING

Proposal No. 2483

April 1, 2014 – March 31, 2015

J. C. Cheek Contractors

Description	Cost
Permanent Traffic Stripe (4" Wide)	
• Broken Yellow (Class 1, Type A)	\$220.00 per mile
• Solid Yellow (Class 1, Type A)	\$445.00 per mile
• Solid White (Class 1, Type A)	\$445.00 per mile
• Broken White (Class 1, Type 1)	\$220.00 per mile
• Broken Yellow (Class 2T, Type A)	\$700.00 per mile
• Solid Yellow (Class 2T, Type A)	\$1,400.00 per mile
• Solid White (Class 2T, Type A)	\$1,400.00 per mile
• Broken White (Class 2T, Type A)	\$700.00 per mile
Permanent Traffic Stripe (5" Wide)	
• Broken Yellow (Class 1, Type A)	\$250.00 per mile
• Solid Yellow (Class 1, Type A)	\$470.00 per mile
• Solid White (Class 1, Type A)	\$470.00 per mile
• Broken White (Class 1, Type A)	\$250.00 per mile
• Broken Yellow (Class 2T, Type A)	\$900.00 per mile
• Solid Yellow (Class 2T, Type A)	\$1,500.00 per mile
• Solid White (Class 2T, Type A)	\$1,500.00 per mile
• Broken White (Class 2T, Type A)	\$900.00 per mile
Temporary Stripe (4" Wide)	
• Broken Yellow (Class 1, Type A)	\$600.00 per mile
• Solid Yellow (Class 1, Type A)	\$650.00 per mile
• Solid White (Class 1, Type A)	\$650.00 per mile
• Broken White (Class 1, Type A)	\$500.00 per mile
Markings & Legends	
• Traffic Control Markings (Class 1, Type A)	\$2.00 per square foot
• Traffic Control Legends (Class 1, Type A)	\$2.00 per square foot
• Traffic Control Markings (Class 2, Type A)	\$4.50 per square foot
• Traffic Control Legends (Class 2, Type A)	\$4.50 per square foot
Pavement Markers	
• Class A-H (All Types)	\$5.00 per square foot

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HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL

Bid Proposal No. 2484

April 1, 2014 – March 31, 2015

ADVANCED ASPHALT PRODUCTS, LLC

****DELIVERED & PICKED UP****

Jasper Plant

PICKED UP	DELIVERED
\$89.00/Ton	\$94.50/Ton

PICKED UP -50LB. BAGS	DELIVERED – 50LB. BAGS
\$13.50/Bag	\$14.80/Bag

WIREGRASS CONTRACTING COMPANY

****PICKED UP ONLY****

Trinity Plant

PICKED UP ONLY
\$90.00/Ton

LIQUID ASPHALT

(Picked Up & Delivered)

Bid Proposal No. 2485

April 1, 2014 – March 31, 2015

Ergon Asphalt & Emulsions, Inc.

Location: 7890 Birmingham Rd, Mulga, AL 35118

	Picked Up Price Per Gallon
CR-2 Emulsion	\$2.00
CRS-2p Emulsion	\$2.30
CRS-2 & CRS-2h ONLY	\$2.00

Blacklidge Emulsions, Inc.

	Delivered Price Per Gallon
CR-2 Emulsion	\$2.04
CRS-2p Emulsion	\$2.34
CRS-2 & CRS-2h	No bid

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**STEEL SLAG
Bid Proposal No. 2486
April 1, 2014 – March 31, 2015**

NO BID

1/2"x 0"	#899 (3/8"x 0")	3/4"x 3/8"	2" x 3/4"	4" x 2"	1 1/4 " x 0"
No bid	No Bid	No bid	No bid	No bid	No bid

**CRUSHER RUN LIMESTONE
(Picked Up/Self Load)
Bid Proposal No. 2487**

Rogers Group, Inc. – Elkmont, AL

Crusher Run Limestone
\$4.50/Ton For all Districts

Proposal No.	Item	Awarded To	Amount
2490	Additions & Alterations to Limestone County Detention Facility Bid Pkg 1 - General Works Bid Pkg 2 – Detention Equipment Bid Pkg 3 – Plumbing Bid Pkg 4 – HVAC Bid Pkg 5 – Fire Sprinkler Bid Pkg 6 – Electrical Bid Pkg 7 – Security Electronics	Base Bid plus Alternate 1 Premier Structures (1) Cornerstone Detention (2&7) Smith Service (3) Smith Service (4) International Fire Protection (5) VEEP Electric (6) *Base Bid Only, Alt 1 to be negotiated	 1,774,739.00 663,337.00 309,100.00 222,200.00 82,409.00* 241,800.00

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Steve Turner to approve Family Medical Leave for Susan Ray beginning April 29, 2014 until May 9, 2014.

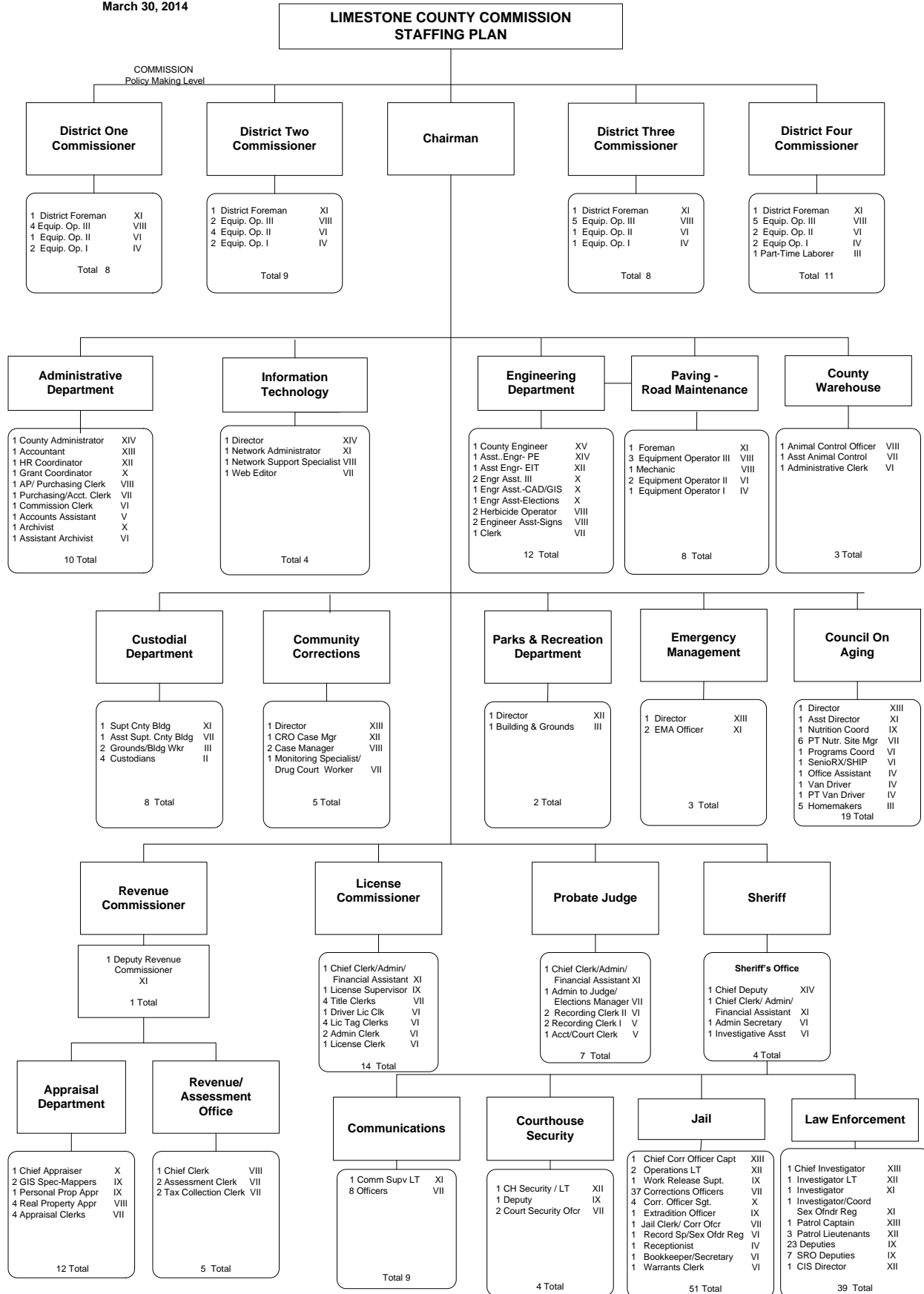
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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by James W. "Bill" Latimer to approve the Limestone County Personnel System: Effective March 30, 2014.

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March 30, 2014



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Pay Plan

Grade/Step	1	2	3	4	5	6	7	8
1	\$7.95	\$8.20	\$8.46	\$8.72	\$9.00	\$9.28	\$9.57	\$9.87
2	\$8.78	\$9.06	\$9.35	\$9.64	\$9.94	\$10.25	\$10.58	\$10.91
3	\$9.71	\$10.01	\$10.33	\$10.65	\$10.99	\$11.33	\$11.69	\$12.05
4	\$10.73	\$11.06	\$11.41	\$11.77	\$12.14	\$12.52	\$12.91	\$13.32
5	\$11.85	\$12.22	\$12.61	\$13.00	\$13.41	\$13.83	\$14.27	\$14.72
6	\$13.10	\$13.51	\$13.93	\$14.37	\$14.82	\$15.29	\$15.77	\$16.26
7	\$14.47	\$14.93	\$15.40	\$15.88	\$16.38	\$16.89	\$17.42	\$17.97
8	\$15.99	\$16.49	\$17.01	\$17.55	\$18.10	\$18.67	\$19.25	\$19.86
9	\$17.67	\$18.23	\$18.80	\$19.39	\$20.00	\$20.63	\$21.27	\$21.94
10	\$19.53	\$20.14	\$20.77	\$21.42	\$22.10	\$22.79	\$23.51	\$24.24
11	\$21.58	\$22.25	\$22.95	\$23.67	\$24.42	\$25.18	\$25.97	\$26.79
12	\$23.84	\$24.59	\$25.36	\$26.16	\$26.98	\$27.83	\$28.70	\$29.60
13	\$26.35	\$27.17	\$28.03	\$28.91	\$29.81	\$30.75	\$31.72	\$32.71
14	\$29.11	\$30.03	\$30.97	\$31.94	\$32.94	\$33.98	\$35.05	\$36.15
15	\$32.17	\$33.18	\$34.22	\$35.30	\$36.40	\$37.55	\$38.73	\$39.94
16	\$35.55	\$36.66	\$37.81	\$39.00	\$40.23	\$41.49	\$42.79	\$44.14
17	\$39.28	\$40.51	\$41.78	\$43.10	\$44.45	\$45.85	\$47.29	\$48.77
18	\$43.40	\$44.77	\$46.17	\$47.62	\$49.12	\$50.66	\$52.25	\$53.89

Grade/Step	9	10	11	12	13	14	15	16	17
1	\$10.18	\$10.50	\$10.83	\$11.17	\$11.52	\$11.88	\$12.26	\$12.64	\$13.04
2	\$11.25	\$11.60	\$11.97	\$12.34	\$12.73	\$13.13	\$13.54	\$13.97	\$14.41
3	\$12.43	\$12.82	\$13.22	\$13.64	\$14.07	\$14.51	\$14.96	\$15.43	\$15.92
4	\$13.74	\$14.17	\$14.61	\$15.07	\$15.54	\$16.03	\$16.54	\$17.06	\$17.59
5	\$15.18	\$15.66	\$16.15	\$16.65	\$17.18	\$17.72	\$18.27	\$18.85	\$19.44
6	\$16.77	\$17.30	\$17.84	\$18.40	\$18.98	\$19.58	\$20.19	\$20.83	\$21.48
7	\$18.53	\$19.12	\$19.72	\$20.33	\$20.97	\$21.63	\$22.31	\$23.01	\$23.73
8	\$20.48	\$21.12	\$21.79	\$22.47	\$23.18	\$23.90	\$24.65	\$25.43	\$26.23
9	\$22.63	\$23.34	\$24.07	\$24.83	\$25.61	\$26.41	\$27.24	\$28.10	\$28.98
10	\$25.01	\$25.79	\$26.60	\$27.44	\$28.30	\$29.19	\$30.10	\$31.05	\$32.02
11	\$27.63	\$28.50	\$29.39	\$30.32	\$31.27	\$32.25	\$33.26	\$34.31	\$35.39
12	\$30.53	\$31.49	\$32.48	\$33.50	\$34.55	\$35.64	\$36.76	\$37.91	\$39.10
13	\$33.74	\$34.80	\$35.89	\$37.02	\$38.18	\$39.38	\$40.62	\$41.89	\$43.21
14	\$37.28	\$38.45	\$39.66	\$40.90	\$42.19	\$43.51	\$44.88	\$46.29	\$47.74
15	\$41.20	\$42.49	\$43.82	\$45.20	\$46.62	\$48.08	\$49.59	\$51.15	\$52.76
16	\$45.52	\$46.95	\$48.43	\$49.95	\$51.51	\$53.13	\$54.80	\$56.52	\$58.30
17	\$50.30	\$51.88	\$53.51	\$55.19	\$56.92	\$58.71	\$60.55	\$62.46	\$64.42
18	\$55.58	\$57.33	\$59.13	\$60.99	\$62.90	\$64.88	\$66.91	\$69.01	\$71.18

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Will insert job descriptions in the minute book.

The Chairman asked if there was any discussion. Commissioner Turner stated the new pay plan will get Limestone County more in line with surrounding cities and counties. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by James W. "Bill" Latimer to promote Sandra Gaines to the Title Clerk position in the License Commission Office.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Ben Harrison to employ Stephanie Chambers for the License Tag Clerk position in the License Commission Office.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to employ Zachary Michael Mucci as a Corrections Officer, pending drug and alcohol screening.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by James W. "Bill" Latimer to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Kayla Holt	Monitoring Specialist/Lab Tech.	1/10/14
Ricky Vining	Equipment Operator I	2/04/14

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by James W. "Bill" Latimer to approve the following subdivision:

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Name	S/D Type	Approval Type	Lots	District	Location
Caldera Ridge Phase II	Major	Final	50	2	Newby Rd south of Highway 72

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

PUBLIC HEARING:

Chairman Stanley Menefee called upon Tom Hill, President, Limestone County Economic Development, to conduct the public hearing concerning the Project Development Agreement between the City of Huntsville, Madison County, the Industrial Development Board of the City of Huntsville and Remington Outdoor Company, Inc., as well as a Side Agreement between Madison County, Morgan County, Limestone County, the City of Athens, Limestone County Economic Development Partners, Inc., and the Industrial Development Board of the City of Huntsville. Mr. Hill stated under said Agreements Limestone County will contribute \$500,000.00 as an incentive to Remington to locate a facility in Madison County, which project site is known as the "Old Chrysler Building" and which project Remington expects will create up to 2,000 jobs. The incentive is to be paid in three equal installments commencing with the first installment being paid at closing in April 2014 and the remaining two installments being due January 1, 2015 and January 1, 2016. The Side Agreement provides for Limestone County and the other local entities to make their contribution payments to the Industrial Development Board for the City of Huntsville for the consolidation of those payments to Remington. He further stated he would expect at least 15 to 20 percent of Remington's work force to live in Limestone County.

The hearing was opened for public comment.

Mr. Glen Hall asked Mr. Hill to explain the \$1,000,000.00 total investment from Limestone County. Mr. Hill stated the \$1,000,000.00 local commitment consists of obligations from Limestone County in the amount of \$500,000.00, the City of Athens in the amount of \$250,000.00, and the Limestone County Economic Development Association in the amount of \$250,000.00.

With no further comments the public hearing was closed.

MOTION was made by James W. "Bill" Latimer and seconded by Gary Daly to adopt the following Resolution and "Exhibit A" Side Agreement concerning the contribution of money to the Industrial Development Board for the City of Huntsville, Alabama, for payment to Remington Outdoor Company, Inc., as an incentive to locate a facility in the State of Alabama in Madison County.

A RESOLUTION CONCERNING THE CONTRIBUTION OF MONEY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE, ALABAMA,

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**FOR PAYMENT TO REMINGTON OUTDOOR COMPANY, INC., AS AN INCENTIVE
TO LOCATE A FACILITY IN MADISON COUNTY, ALABAMA**

WHEREAS the Limestone County Commission, is the governing body of Limestone County, Alabama; and,

WHEREAS Remington Outdoor Company, Inc., desires to locate to a facility in the State of Alabama, in Madison County, which project site is known as the “Old Chrysler Building”, and which project Remington expects will create up to 2,000 jobs for the local community and economy, and in which project Remington is expected to invest not less than an amount of \$110,900,000.00 in connection therewith; and,

WHEREAS, a “Project Development Agreement” has been proposed between the City of Huntsville, Alabama; Madison County, Alabama; the Industrial Development Board of the City of Huntsville; and, Remington Outdoor Company, Inc.; and,

WHEREAS, a “Side Agreement” has been proposed between Madison County, Alabama; Morgan County, Alabama; Limestone County, Alabama; the City of Athens, Alabama; Limestone County Economic Development Partners, Inc.; and, the Industrial Development Board of the City of Huntsville, Alabama, which Side Agreement regards the contribution of money set forth therein as an incentive to Remington to locate to a facility in the State of Alabama, in Madison County, a copy of which is attached hereto as “Exhibit A”; and,

WHEREAS, under the said Agreements Limestone County will contribute, by and through its Chairman, the total amount of \$500,000.00 to the incentives to Remington, to be paid in three equal installments, or as near thereto as possible, commencing with the first installment being paid at closing in April 2014 and the remaining two installments being due January 1, 2015 and January 1, 2016, respectively; and,

WHEREAS, the “Side Agreement” provides for Limestone County and the other local entities to make their contribution payments to the Industrial Development Board for the City of Huntsville for the consolidation of those payments to Remington and also for any redistribution to Limestone County and the other all other entities; and,

WHEREAS, by considering the aforementioned and agreements, namely the Side Agreement, the Limestone County Commission seeks to provide a public benefit to the persons and citizens of Limestone County, Alabama, based upon an expected increase of jobs, commerce, taxes collected, revenue, and continued economic and industrial development resulting from entering such agreements that will give something of value to the benefit of Remington Outdoor Company, Inc.; and,

WHEREAS, the Limestone County Commission has determined that the expenditure of public resources and the giving of something of value for the benefit of Remington Outdoor Company, Inc., under the proposed Side Agreement, will serve a valid and sufficient public purpose, notwithstanding any incidental benefit to the private entity, or any other public body, and will provide a public benefit to the persons of

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Limestone County, Alabama based upon an increase of jobs, commerce, taxes collected, revenue, and continued economic and industrial development resulting therefrom; and,

WHEREAS, prior to the execution of this Resolution, notice that a meeting would be held by the Limestone County Commission on March 17, 2014, at 10:00 a.m., in the Clinton Street Annex, located at 100 South Clinton Street, Athens, Alabama 35611, in conjunction with its regularly scheduled meeting of same date, to consider and adopt same, was published in the *Athens News Courier*, a newspaper of general circulation in Limestone County, at least seven days prior to; and,

Upon motion having been duly made by Commissioner _____, and seconded by Commissioner _____, to approve the expenditure of public resources and giving something of value by Limestone County entering into the Side Agreement for the benefit of with Remington Outdoor Company, Inc., along with all other local entities named herein, pursuant to the terms and conditions therein, as proposed; and, with said motion and second having been made in an open meeting of the Commission on March 17, 2014, with discussion had thereon and a vote having been taken, upon which vote said motion carried by a vote of _____ to _____ in favor;

THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION, during its meeting on March 17, 2014, commencing at 10:00 a.m., as follows:

BE IT HEREBY RESOLVED that the Limestone County Commission shall and hereby does approve of the expenditure of public resources and the giving of something of value to Remington Outdoor Company, Inc., pursuant to the proposed Side Agreement, to be entered into by Limestone County along with Madison County, Alabama; Morgan County, Alabama; the City of Athens, Alabama; Limestone County Economic Development Partners, Inc.; and, the Industrial Development Board of the City of Huntsville, Alabama; and,

BE IT FURTHER RESOLVED that the Chairman of the Limestone County Commission shall be authorized to further execute any and all documents and instruments that may be necessary to complete the expenditure of County property and resources herein contemplated, including the approval of any modifications to the Side Agreement that may be inconsequential to the substantive terms of said agreement and approved by the County's legal counsel.

The authority granted herein shall be in force and effect immediately upon passage of this Resolution.

ADOPTED AND APPROVED this ____ day of March, 2014.

Limestone County Commission Chairman

ATTEST:

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County Clerk/Administrator

"EXHIBIT A" SIDE AGREEMENT

THIS SIDE AGREEMENT (the "Agreement") is hereby made and entered into on March 31, 2014 by and between **MADISON COUNTY, ALABAMA**, a political subdivision of the State of Alabama ("Madison County"), **MORGAN COUNTY, ALABAMA**, a political subdivision of the State of Alabama ("Morgan County"), **LIMESTONE COUNTY, ALABAMA**, a political subdivision of the State of Alabama ("Limestone County"), the **CITY OF ATHENS, ALABAMA**, an Alabama municipal corporation ("Athens"), and **LIMESTONE COUNTY ECONOMIC DEVELOPMENT PARTNERS, INC.**, an Alabama nonprofit corporation ("LCEDP," and together with Madison County, Morgan County, Limestone County, and Athens, the "Local Authorities" and, individually, a "Local Authority"), and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE**, a public corporation and instrumentality under the laws of the State of Alabama (the "IDB"). Madison County, Morgan County, Limestone County, Athens, LCEDP, and the IDB are herein together sometimes referred to collectively as the "Parties" and, individually, as a "Party".

RECITALS

WHEREAS, Madison County and the IDB have entered into that certain Project Development Agreement, dated February 27, 2014 (the "Project Development Agreement"), by and between Madison County, the IDB, the City of Huntsville, Alabama, an Alabama municipal corporation ("Huntsville"), and Remington Outdoor Company, Inc., a Delaware corporation (the "Company"); and

WHEREAS, under the Project Development Agreement, Huntsville, Madison County, and the IDB will make available an aggregate sum of \$12,500,000 (\$9,500,000 from Huntsville, \$2,000,000 from Madison County, and \$1,000,000 from the IDB) to redeem, pay, and retire a loan obtained by the IDB to pay for the costs of purchasing and improving a parcel of real property aggregating 144.9 acres located at 100 Electronics Boulevard within Madison County and Huntsville, together with an approximately 813,715 square foot facility situated thereon and known as the "Old Chrysler Building," wherein the Company will manufacture firearms and related products (the "Project"); and

WHEREAS, additionally, under the Project Development Agreement, the IDB will pay the Company the sum of up to \$2,000,000 for meeting certain hiring targets; and

WHEREAS, although the IDB is committed to make available up to \$3,000,000 of the total incentives described in the Project Development Agreement (such commitment being comprised of \$1,000,000 of the Local Commitment and the \$2,000,000 Additional Local Commitment), the Local Authorities are obligated under this Agreement to make payments to the IDB aggregating \$3,000,000 to reimburse the IDB for the same; and

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WHEREAS, each of Madison County, Morgan County, Limestone County and Athens (collectively, the “County/City Parties”) herein finds and declares, for and on its own behalf, that the transactions contemplated herein will further assist in the expansion of economic developments that are critical to its sustained economic health and well-being, and each such County/City Party, for and on its own behalf, accordingly finds that providing financial assistance for the Project as described in this Agreement is being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901 (the “Alabama Constitution”) and has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to such terms in the Project Development Agreement.

2. **Payments from the Local Authorities to the IDB.**

(a) The Local Authorities shall pay the IDB the following amounts on the following dates to cover the payment obligations of the IDB under the Project Development Agreement:

<u>Entity</u>	<u>Due April 15, 2014</u>	<u>Post-2014 Payments</u>				<u>Total</u>
		<u>1/2/2015</u>	<u>1/2/2016</u>	<u>1/2/2017</u>	<u>1/2/2018</u>	
Madison County	--	\$1,000,000	--	--	--	\$1,000,000
Morgan County	\$200,000	200,000	\$200,000	\$200,000	\$200,000	1,000,000
Limestone County	166,667	166,667	166,667	--	--	500,000
Athens	83,333	83,333	83,333	--	--	250,000
LCEDP	83,333	83,333	83,333	--	--	250,000
Total	\$533,333	\$1,533,333	\$533,333	\$200,000	\$200,000	\$3,000,000

(b) The IDB's \$1,000,000 portion of the Local Commitment shall be comprised of the \$533,333 total amount to be paid by the Local Authorities under the column in Section 2(a) entitled “Due April 15, 2014”, along with \$466,667 of the \$1,533,333 total amount to be paid by the Local Authorities on January 2, 2015 under the column in Section 2(a) entitled “Post-2014 Payments”. Such \$466,667 amount shall be deemed to be allocated among the Local Authorities on a pro rata basis, as follows:

- (i) Madison County: \$304,348
- (ii) Morgan County: \$ 60,869
- (iii) Limestone County: \$ 50,724

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- (iv) Athens: \$ 25,363
- (v) LCEDP: \$ 25,363

(c) The IDB's \$2,000,000 Additional Commitment shall be comprised of (i) \$1,066,667 of the \$1,533,333 amount to be paid by the Local Authorities on January 2, 2015 under the column in Section 2(a) entitled "Post-2014 Payments", (ii) the \$533,333 total amount to be paid by the Local Authorities on January 2, 2016 under the column in Section 2(a) entitled "Post-2014 Payments", (iii) the \$200,000 total amount to be paid by the Local Authorities on January 2, 2017 under the column in Section 2(a) entitled "Post-2014 Payments", and (iv) the \$200,000 total amount to be paid by the Local Authorities on January 2, 2018 under the column in Section 2(a) entitled "Post-2014 Payments".

(d) The \$1,066,667 portion of the \$1,533,333 amount to be paid by the Local Authorities on January 2, 2015 under the column in Section 2(a) entitled "Post-2014 Payments" shall be deemed to be allocated among the Local Authorities on a pro rata basis, as follows:

- (i) Madison County: \$695,652
- (ii) Morgan County: \$139,131
- (iii) Limestone County: \$115,944
- (iv) Athens: \$ 57,970
- (v) LCEDP: \$ 57,970

3. Escrow Account. Funds received by the IDB from the Local Authorities in accordance with this Agreement shall be held in a special account (the "Escrow Account") established by the IDB pending payment to the Company or, if the IDB makes a payment while sufficient funds are not then on deposit in the Escrow Account, pending reimbursement to the IDB.

4. Payments from the IDB to the Local Authorities.

(a) Any payment received by the IDB as its Applicable Share under the Project Development Agreement shall be remitted by the IDB to the Local Authorities on the following basis:

- (i) Madison County: 30.4347374%
- (ii) Morgan County: 26.0869101%
- (iii) Limestone County: 21.7391329%
- (iv) Athens: 10.8696098%
- (v) LCEDP: 10.8696098%

provided; the IDB may elect to retain any amount otherwise owed to a Local Authority hereunder if such Local Authority failed to timely satisfy its payment obligation pursuant to Section 2(a) with respect to the amount shown for such Local Authority under the column entitled "Due April 15, 2014", or if such Local Authority failed to timely satisfy its payment obligation pursuant to Section 2(a) with respect to the amount shown for such Local Authority under the column entitled "1/2/2015" within the heading "Post-2014 Payments".

(b) If, upon expiration of the Term of the Project Development Agreement, the Company shall have failed to satisfy the employment and average wage thresholds required to obtain one or more of the Additional Local Commitment installments, the IDB shall disburse the amounts then on deposit in the Escrow Account to the Local Authorities on the following basis:

- (i) Madison County: 34.79760%
- (ii) Morgan County: 36.95655%
- (iii) Limestone County: 14.13055%

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(iv)	Athens:	7.06515%
(v)	LCEDP:	7.06515%

provided; the amount to be remitted to a Local Authority that is in default of any of its payment obligations respecting the amounts owed by such Local Authority under the heading "Post-2014 Payments" within Section 2(a) (and by the close of the Term of the Project Development Agreement has not cured the same) shall be withheld from such Local Authority and disbursed among all remaining Local Authorities on a pro rata basis based on the actual amounts paid by such Local Authorities under the heading "Post-2014 Payments" minus, for each Local Authority, the amount of the payment made thereby under the column entitled "Due 1/2/2015" referable to the Local Commitment as set forth in Section 2(b) hereof.

5. Notices. The IDB shall promptly deliver to each Local Authority any notice, certification, or other instrument or document required under the Project Development Agreement to be delivered to the IDB.

6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

7. Non-Waiver. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

8. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Alabama.

9. Entire Agreement; Modification. This Agreement supersedes all prior discussions and agreements among the Parties with respect to the matters contained herein. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of the Parties.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

11. Attorney's Fees. In the event of any litigation between the Parties arising under or in connection with this Agreement, the prevailing Party shall be entitled to recover from the other Party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing Party.

12. Authority. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such party is bound by the signature of such representative.

IN WITNESS WHEREOF, Madison County, Morgan County, Limestone County, Athens, LCEDP, and the IDB have each caused this Agreement to be duly executed in

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its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

ATTEST:

By: _____
Its: _____

MADISON COUNTY, ALABAMA

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

MORGAN COUNTY, ALABAMA

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

LIMESTONE COUNTY, ALABAMA

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

CITY OF ATHENS, ALABAMA

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

**LIMESTONE COUNTY ECONOMIC
DEVELOPMENT PARTNERS, INC.,** an
Alabama nonprofit corporation

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF
HUNTSVILLE**

By: _____
Its: _____

The Chairman asked if there was any discussion.

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Ben Harrison stated he is not against economic development, but felt it's wrong to use tax payer dollars to fund economic development.

Gary Daly stated, as long as it is legal, he is in favor of doing what we have to do to get the business.

The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, nay. Motion carries.

Chairman Menefee said that he is glad to see the Remington project coming to the area. He stated he is big on Economic Development and that it's a high priority to create jobs for the citizens of Limestone County.

Recessed at 10:19 a.m. until 10:00 a.m. on Wednesday, April 2, 2014, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.